

Exhibit 'X'



2815 N Loop 1604 E STE 111
 San Antonio, TX 78232
 (210) 846-9432 • (877) 445-5362
 CaseManager@ExhibitACFI.com
 License # A16118

Forensic Service Agreement

Date: 1/3/19

Case Type: ☐ Divorce ☐ Corporate ☐ Civil ☐ Child Custody ☐ Domestic ☐ Criminal

Agency/Organization Name & Information

Name: Melody Cantu Company: _____
 Address: 11222 Jadestone Blvd Suite/Apt: _____
 City: San Antonio State: TX Zip Code: 78249
 Phone: 210 425-5765 Alternate Phone: _____
 Email Address: joyandtyruse@gmail.com

Attorney Information

Attorney Name: Civil: Barry Elron Law Firm: _____
Criminal: Lorane Elron
 Phone: _____ Alternate Phone: _____
 Email Address: _____

Opposing Attorney Information

Attorney Name: Tina Torres + DA Law Firm: _____
 Phone: _____ Alternate Phone: _____
 Email Address: _____

Please list keywords you would like to be searched.

Verizon Log In
Nate Bellinger (Ex-wife's Lover) Screen Shots of child's iPad on phone
Dates for snap shots/screen shots were taken on
Digital forensic Corp is the company that "hacked" into Melody's devices.
Shawn or Sean McCarthy, Nov. 15th Routed "Favorites" Photos @ 12:01 AM

Please provide any special instructions.

Router message "Allow Access" - A friend tried to remote in on 11/15/18,
who + when hacked or got into the devices but was unable
+ (look in iBooks) access the
for how long network through
6/6/18 the router.

Initials:

ME MQC

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Exhibit A Computer Forensic Investigations, LLC.

(herpes singles.com)
in May 2018

Nov. 16th 9:56am -
Needs the reports by 1/22/19

Snap Shot/screen Shot
Items #0024805 - needs text conversations 210-441-9618

Nov. 26th + 25th log photos of the router.

Screen Shot of the admission of hiring a digital forensic Co

Terms and Conditions:

AGREEMENT, made on 1 / 3 / 19 between Melody Cantu (hereinafter referred to as "Client"), and Exhibit A Computer Forensic Investigations, a computer forensic and electronic discovery corporation, with its office located at 2815 N Loop 1604 E STE 111, San Antonio, Texas 78232.

Whereas, Exhibit A Computer Forensic Investigations agrees to put forth its best effort to supply Client with the professional services to perform computer forensic acquisitions and investigations, electronic discovery, cell phone forensic analysis, expert professional testimony and background checks (hereinafter "Services"), and Client agrees to utilize Exhibit A Computer Forensic Investigations for such purposes:

1. SOLE AGREEMENT

This Forensic Service Agreement (hereinafter "Agreements") shall supersede all prior agreements and understandings between the parties with respect to the subject hereof. Additional agreements and documents between the parties, such as proposals from Exhibit A Computer Forensics, written acceptances by the Client, or purchase orders may be attached as addenda to this Agreement. This Agreement may not be changed or terminated verbally by or on behalf of either party.

2. TERM OF AGREEMENT

This Agreement shall terminate one year from date of signed Agreement. Either party may terminate this Agreement by giving to the other party at least thirty (30) days prior written notice without incurring any additional charges.

3. PAYMENT

\$5,000

A **minimum, non-refundable fee of ~~\$2,500.00~~** will be due before start of work. If forensic analysis is requested, **payment in full is required** before start of work. Exhibit A Computer Forensic Investigations will charge for all time spent on behalf of the client, requested services including but not limited to: evidence acquisition, data recovery, media or data transfer, time spent preparing for and participating in depositions, correspondence (phone, email, text, or walk in), travel time and expenses, expert professional testimony, or other matters within its expertise. Client agrees that the specified hourly rate will be applied towards the retaining fee. If retainer is exhausted prior to completion, Exhibit A Computer Forensics will stop work and convey status of work with client to determine if additional retainer should be allocated in order to continue to work. If work is to continue past the minimum retainer, a prepaid time block format will be paid by the client prior to continuation of work with the designated rate applied towards the block amount. If client chooses not to continue work at any time, Exhibit A Computer Forensics will turn over to client all evidence collected to that point providing any and all outstanding charges have been paid. (continued on next page)

Initials:

MC MC

PAYMENT (continued)

All invoices are due and payable upon receipt. All Services must be paid in full before any final reports, documents, media, etc. are released to Client. Invoices more than 30 days past due will be subject to collections. Client will be liable for any and all fees associated with the collection process.

4. CONFIDENTIAL INFORMATION

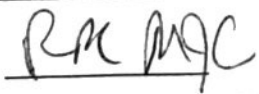
Unless otherwise required by law, Client and Exhibit A Computer Forensic Investigations each expressly undertake to retain in confidence and to require their respective employees and contractors to retain in confidence all information, materials, and know-how exchanged in connection with this Agreement and identified as being proprietary, privileged, and/or confidential to which, by the nature of the particular disclosure, ought in good faith to be treated as proprietary, privileged, and/or confidential (hereinafter "Confidential Information"). Exhibit A Computer Forensic Investigations and Client each further agree that they will make no use of such Confidential Information except as consistent with the terms and purpose of this Agreement or with the specific prior written consent of the other party. Notwithstanding the foregoing, each party may disclose Confidential Information on a "need to know" basis to its respective legal counsel, accountants, and financial advisors.

Client understands that if Exhibit A Computer Forensic Investigations encounters evidence of a violation of state or federal law, Exhibit A Computer Forensic Investigations may be legally required to report the evidence to law enforcement or other appropriate entities (i.e. prosecutor, judge, etc.). In the event that this engagement is to provide services in a criminal defense, Exhibit A Computer Forensic Investigations will provide the information to the criminal defense attorney; the information will not be reported to law enforcement by Exhibit A Computer Forensic Investigations unless it is of a nature that would require the defense attorney to disclose it. Child pornography is illegal to possess and will be immediately reported to law enforcement.

5. INSTRUCTIONS FROM ATTORNEY

In the case of any Services performed in connection with or anticipation of any legal action, Client agrees that Exhibit A Computer Forensic Investigations shall take instructions with regard to the Services from Client's attorney and shall work through such attorney in performing all Services. In the event that Client is a law firm or attorney and has engaged Exhibit A Computer Forensic Investigations to perform Services on behalf of a third party client, Exhibit A Computer Forensic Investigations shall take instructions with regard to the Services from Client and shall work through Client in performing all such Services.

Initials:



6. ACKNOWLEDGEMENT OF EXISTING CONDITIONS

Client acknowledges that the equipment, data, media or other electronic devices (hereinafter "Digital Artifacts") targeted for inspection may be damaged prior to Exhibit A Computer Forensic Investigations receipt, and Client further acknowledges that the efforts of Exhibit A Computer Forensic Investigations and/or its suppliers to complete the Services may result in the destruction of or further damage to the Digital Artifacts. Exhibit A Computer Forensic Investigations for itself and its suppliers will not assume responsibility for additional damage that may occur to the Client's Digital Artifacts during Exhibit A Computer Forensic Investigations efforts to complete the Services.

7. CLOUD ACCOUNT AUTHORIZATION

Client affirms that he/she has full legal rights to the following accounts and gives Exhibit A Computer Forensic investigations, authorization to access and acquire data from the following account:

Online Account Name: joyandtyrus@gmail.com

User Name: Jay Cantu

Password: pld9221112014

Online Account Name: joyandtyrus@hotmail.com

User Name: _____

Password: _____

8. WARRANTIES AND REMEDIES

Recovery of desired forensic data is **NOT GUARANTEED OR WARRANTED** in any way by Exhibit A Computer Forensic Investigations. Each Digital Artifact which will be returned to Client shall be on an "as is" basis without any warranties, express or implied, and specifically excluding any implied warranty of merchantability and fitness for a particular purpose, or for loss or damage thereto in transit or while in Exhibit A Computer Forensic Investigations' possession. **IN NO EVENT SHALL EXHIBIT A COMPUTER FORENSIC INVESTIGATIONS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES, OR GOODWILL, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE, AND WHETHER OR NOT EXHIBIT A COMPUTER FORENSIC INVESTIGATIONS HAS BEEN ADVISED OF THE POSSIBILITY THEROF. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.**

Initials: RAC MQC

9. OWNERSHIP OR RIGHT OF POSSESSION

Client warrants to Exhibit A Computer Forensic Investigations that it is the owner of, and/or has the right to be in possession of, all Digital Artifacts furnished to Exhibit A Computer Forensic Investigations; that Client has permission and/or rights to enter and acquire/capture any and all Digital Artifacts from premises where computer evidence may be located; that Client hereby grants permission and/or rights to Exhibit A Computer Forensic Investigations to enter and acquire/capture any and all Digital Artifacts from premises; and that Client will defend, at its expense, indemnify, and hold Exhibit A Computer Forensic Investigations and its suppliers harmless against any damages or expenses that may occur (including reasonable attorneys' fees), and pay any cost, damages, or attorneys' fee awarded against Exhibit A Computer Forensic Investigations resulting from Client's breach of this section.

10. LIABILITY OF EXHIBIT A COMPUTER FORENSIC INVESTIGATIONS AND ITS PERSONNEL

Exhibit A Computer Forensic Investigations agrees to hold Client harmless from any and all injury to persons or damage to the property of Client or of any employee of Client which arises out of Exhibit A Computer Forensic Investigation's negligent performance under this Agreement, provided that

Client expressly agrees that Exhibit A Computer Forensic Investigations shall not be liable to Client for any act or omission of Exhibit A Computer Forensic Investigations which is the cause of loss or injury to Client or any third party. Notwithstanding any other provision of this termination hereof for any losses, claims, costs, or damages arising out of any cause whatsoever, whether at law, in equity or otherwise, shall in no event exceed the total amount actually paid by the Client to Exhibit A Computer Forensic Investigations in respect of Services performed hereunder. IN NO EVENT SHALL EXHIBIT A COMPUTER FORENSIC INVESTIGATIONS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES, OR GOODWILL, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE, AND WHETHER OR NOT EXHIBIT A COMPUTER FORENSIC INVESTIGATIONS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

Initials:

hpc mgc

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Exhibit A Computer Forensic Investigations, LLC.

11. CONTROLLING LAW AND ARBITRATION

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the unlikely event that a dispute arises between Customer and Exhibit A Computer Forensic Investigations, RELATED IN ANY WAY TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. In the event legal action or arbitration is commenced by either party in connection with this Agreement, and Exhibit A Computer Forensic Investigations results as prevailing party, Client agrees to recover Exhibit A Computer Forensic Investigations reasonable attorneys' fees and costs, including expert witness' costs, expended by Exhibit A Computer Forensic Investigations in connection with such action.

12. NOTICES

Any and all notices, invoice, requests, demands, and communications provided for by this Agreement shall be in writing and shall be effective when delivered in person, sent by facsimile with confirmation, sent via email with confirmation, or upon receipt via U.S. Mail postage prepaid, with return receipt requested, as follows:

To Exhibit A Computer Forensic Investigations
2815 N Loop 1604 E STE 111
San Antonio, TX 78232

Initials:

PRE MAC

Signature Page:

DISCLAIMER: I understand the following:

RAC (Initial) Exhibit A does NOT warrant success or any particular result or conclusion.

RAC (Initial) Investigation of mobile devices will vary according to model of phone, operating system and user preferences.

RAC (Initial) The retainer agreed by the Client and Exhibit A is valid and can be used for up to 6-months from the date of this agreement. Exhibit A does NOT refund the retainer amount.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date indicated herein.

APPROVE: CLIENT

Client Name: (print) Melody Cantu + Rodrigo Cantu Date: 1/3/19

Signature: [Signature] [Signature]

ACCEPTED: EXHIBIT A COMPUTER FORENSIC INVESTIGATIONS, LLC.

By: Elle Tobias Date: 1/3/19

Signature: [Signature]

Free storage until 4/1/19.

No Charge Storage until 4/1/19 - CASE still open.

2/23/19: We provided an external drive (2TB) for Mark Stevens, Attorney.



2815 N Loop 1604 E STE 111
San Antonio, TX 78232
(210) 846-9432 • (877) 445-5362
CaseManager@ExhibitACFI.com
License # A16118

Forensic Service Agreement

Date: 6/7/19

Case Type: ☐ Divorce ☐ Corporate ☐ Civil ☐ Child Custody ☐ Domestic ☐ Criminal

Agency/Organization Name & Information

Name: Melody J Cantu Company: _____
Address: 11222 Jadestone Blvd Suite/Apt: _____
City: San Antonio State: TX Zip Code: 78249
Phone: 210 425 5765 Alternate Phone: _____
Email Address: bigdiamondsrock@protonmail.com

Attorney Information

Attorney Name: Mark Stevens Law Firm: Mark Stevens Law
Phone: _____ Alternate Phone: _____
Email Address: _____

Opposing Attorney Information

Attorney Name: _____ Law Firm: _____
Phone: _____ Alternate Phone: _____
Email Address: _____

Please list keywords you would like to be searched.

Please provide any special instructions.

Open hotmail and search squeaker 2 emails
will come up. One is a phishing email
ordered a dog collar. The second is the request
for item to be sent. Please track
who it is so we can
prosecute

Initials:

MC

1 | Page

Exhibit A Computer Forensic Investigations, LLC.

Terms and Conditions:

AGREEMENT, made on 6 / 7 / 19 between Melody J Cantu (hereinafter referred to as "Client"), and Exhibit A Computer Forensic Investigations, a computer forensic and electronic discovery corporation, with its office located at 2815 N Loop 1604 E STE 111, San Antonio, Texas 78232.

Whereas, Exhibit A Computer Forensic Investigations agrees to put forth its best effort to supply Client with the professional services to perform computer forensic acquisitions and investigations, electronic discovery, cell phone forensic analysis, expert professional testimony and background checks (hereinafter "Services"), and Client agrees to utilize Exhibit A Computer Forensic Investigations for such purposes:

1. SOLE AGREEMENT

This Forensic Service Agreement (hereinafter "Agreements") shall supersede all prior agreements and understandings between the parties with respect to the subject hereof. Additional agreements and documents between the parties, such as proposals from Exhibit A Computer Forensics, written acceptances by the Client, or purchase orders may be attached as addenda to this Agreement. This Agreement may not be changed or terminated verbally by or on behalf of either party.

2. TERM OF AGREEMENT

This Agreement shall terminate one year from date of signed Agreement. Either party may terminate this Agreement by giving to the other party at least thirty (30) days prior written notice without incurring any additional charges.

3. PAYMENT

A **minimum, non-refundable fee of \$5,000.00** will be due before start of work. If forensic analysis is requested, **payment in full is required** before start of work. Exhibit A Computer Forensic Investigations will charge for all time spent on behalf of the client, requested services including but not limited to: evidence acquisition, data recovery, media or data transfer, time spent preparing for and participating in depositions, correspondence (phone, email, text, or walk in), travel time and expenses, expert professional testimony, or other matters within its expertise. Client agrees that the specified hourly rate will be applied towards the retaining fee. If retainer is exhausted prior to completion, Exhibit A Computer Forensics will stop work and convey status of work with client to determine if additional retainer should be allocated in order to continue to work. If work is to continue past the minimum retainer, a prepaid time block format will be paid by the client prior to continuation of work with the designated rate applied towards the block amount. If client chooses not to continue work at any time, Exhibit A Computer Forensics will turn over to client all evidence collected to that point providing any and all outstanding charges have been paid. (continued on next page)

Initials:

mqc

PAYMENT (continued)

All invoices are due and payable upon receipt. All Services must be paid in full before any final reports, documents, media, etc. are released to Client. Invoices more than 30 days past due will be subject to collections. Client will be liable for any and all fees associated with the collection process.

4. CONFIDENTIAL INFORMATION

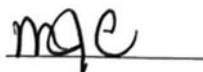
Unless otherwise required by law, Client and Exhibit A Computer Forensic Investigations each expressly undertake to retain in confidence and to require their respective employees and contractors to retain in confidence all information, materials, and know-how exchanged in connection with this Agreement and identified as being proprietary, privileged, and/or confidential to which, by the nature of the particular disclosure, ought in good faith to be treated as proprietary, privileged, and/or confidential (hereinafter "Confidential Information"). Exhibit A Computer Forensic Investigations and Client each further agree that they will make no use of such Confidential Information except as consistent with the terms and purpose of this Agreement or with the specific prior written consent of the other party. Notwithstanding the foregoing, each party may disclose Confidential Information on a "need to know" basis to its respective legal counsel, accountants, and financial advisors.

Client understands that if Exhibit A Computer Forensic Investigations encounters evidence of a violation of state or federal law, Exhibit A Computer Forensic Investigations may be legally required to report the evidence to law enforcement or other appropriate entities (i.e. prosecutor, judge, etc.). In the event that this engagement is to provide services in a criminal defense, Exhibit A Computer Forensic Investigations will provide the information to the criminal defense attorney; the information will not be reported to law enforcement by Exhibit A Computer Forensic Investigations unless it is of a nature that would require the defense attorney to disclose it. Child pornography is illegal to possess and will be immediately reported to law enforcement.

5. INSTRUCTIONS FROM ATTORNEY

In the case of any Services performed in connection with or anticipation of any legal action, Client agrees that Exhibit A Computer Forensic Investigations shall take instructions with regard to the Services from Client's attorney and shall work through such attorney in performing all Services. In the event that Client is a law firm or attorney and has engaged Exhibit A Computer Forensic Investigations to perform Services on behalf of a third party client, Exhibit A Computer Forensic Investigations shall take instructions with regard to the Services from Client and shall work through Client in performing all such Services.

Initials:



6. ACKNOWLEDGEMENT OF EXISTING CONDITIONS

Client acknowledges that the equipment, data, media or other electronic devices (hereinafter "Digital Artifacts") targeted for inspection may be damaged prior to Exhibit A Computer Forensic Investigations receipt, and Client further acknowledges that the efforts of Exhibit A Computer Forensic Investigations and/or its suppliers to complete the Services may result in the destruction of or further damage to the Digital Artifacts. Exhibit A Computer Forensic Investigations for itself and its suppliers will not assume responsibility for additional damage that may occur to the Client's Digital Artifacts during Exhibit A Computer Forensic Investigations efforts to complete the Services.

7. CLOUD ACCOUNT AUTHORIZATION

Client affirms that he/she has full legal rights to the following accounts and gives Exhibit A Computer Forensic investigations, authorization to access and acquire data from the following account:

Online Account Name:

Melody Joy

User Name:

joyandtyrus@hotmail.com

Password:

bluesapphire1

Online Account Name:

joyandtyrus@hotmail.com

User Name:

Earlybird1

Password:

8. WARRANTIES AND REMEDIES

Recovery of desired forensic data is **NOT GUARANTEED OR WARRANTED** in any way by Exhibit A Computer Forensic Investigations. Each Digital Artifact which will be returned to Client shall be on an "as is" basis without any warranties, express or implied, and specifically excluding any implied warranty of merchantability and fitness for a particular purpose, or for loss or damage thereto in transit or while in Exhibit A Computer Forensic Investigations' possession. **IN NO EVENT SHALL EXHIBIT A COMPUTER FORENSIC INVESTIGATIONS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES, OR GOODWILL, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE, AND WHETHER OR NOT EXHIBIT A COMPUTER FORENSIC INVESTIGATIONS HAS BEEN ADVISED OF THE POSSIBILITY THEROF. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.**

Initials:

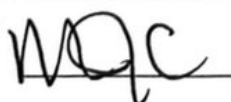
MJC

9. OWNERSHIP OR RIGHT OF POSSESSION

Client warrants to Exhibit A Computer Forensic Investigations that it is the owner of, and/or has the right to be in possession of, all Digital Artifacts furnished to Exhibit A Computer Forensic Investigations; that Client has permission and/or rights to enter and acquire/capture any and all Digital Artifacts from premises where computer evidence may be located; that Client hereby grants permission and/or rights to Exhibit A Computer Forensic Investigations to enter and acquire/capture any and all Digital Artifacts from premises; and that Client will defend, at its expense, indemnify, and hold Exhibit A Computer Forensic Investigations and its suppliers harmless against any damages or expenses that may occur (including reasonable attorneys' fees), and pay any cost, damages, or attorneys' fee awarded against Exhibit A Computer Forensic Investigations resulting from Client's breach of this section.

10. LIABILITY OF EXHIBIT A COMPUTER FORENSIC INVESTIGATIONS AND ITS PERSONNEL

Exhibit A Computer Forensic Investigations agrees to hold Client harmless from any and all injury to persons or damage to the property of Client or of any employee of Client which arises out of Exhibit A Computer Forensic Investigation's negligent performance under this Agreement, provided that Client expressly agrees that Exhibit A Computer Forensic Investigations shall not be liable to Client for any act or omission of Exhibit A Computer Forensic Investigations which is the cause of loss or injury to Client or any third party. Notwithstanding any other provision of this termination hereof for any losses, claims, costs, or damages arising out of any cause whatsoever, whether at law, in equity or otherwise, shall in no event exceed the total amount actually paid by the Client to Exhibit A Computer Forensic Investigations in respect of Services performed hereunder. IN NO EVENT SHALL EXHIBIT A COMPUTER FORENSIC INVESTIGATIONS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES, OR GOODWILL, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE, AND WHETHER OR NOT EXHIBIT A COMPUTER FORENSIC INVESTIGATIONS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

Initials: 

11. CONTROLLING LAW AND ARBITRATION

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the unlikely event that a dispute arises between Customer and Exhibit A Computer Forensic Investigations, RELATED IN ANY WAY TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. In the event legal action or arbitration is commenced by either party in connection with this Agreement, and Exhibit A Computer Forensic Investigations results as prevailing party, Client agrees to recover Exhibit A Computer Forensic Investigations reasonable attorneys' fees and costs, including expert witness' costs, expended by Exhibit A Computer Forensic Investigations in connection with such action.

12. NOTICES

Any and all notices, invoice, requests, demands, and communications provided for by this Agreement shall be in writing and shall be effective when delivered in person, sent by facsimile with confirmation, sent via email with confirmation, or upon receipt via U.S. Mail postage prepaid, with return receipt requested, as follows:

To Exhibit A Computer Forensic Investigations
2815 N Loop 1604 E STE 111
San Antonio, TX 78232

13. DATA AND DEVICE STORAGE

Client agrees that Exhibit A Computer Forensic Investigations has the right to charge monthly storage fees for all Digital Data and/or Devices after 30-days of signing this agreement and should there by sign Exhibit A Computer Forensic Investigation's Credit Card Authorization Form.

Initials: 

Signature Page:

DISCLAIMER: I understand the following:

MC (Initial) Exhibit A does NOT warrant success or any particular result or conclusion.

MC (Initial) Investigation of mobile devices will vary according to model of phone, operating system and user preferences.

MC (Initial) The retainer agreed by the Client and Exhibit A is valid and can be used for up to 6-months from the date of this agreement. Exhibit A does NOT refund the retainer amount.

ITEMS OR DATA LEFT 30-DAYS WITHOUT A STORAGE AGREEMENT, WILL BE CONSIDERED ABANDONED BY CLIENT WILL BE REMOVED FROM OUR FILES AND THIS CASE WILL BE CONSIDERED OFFICIALLY CLOSED.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date indicated herein.

APPROVE: CLIENT

Client Name: (print) Melody J Cantu Date: 6/7/19

Signature: MC Cantu

ACCEPTED: EXHIBIT A COMPUTER FORENSIC INVESTIGATIONS, LLC.

By: _____ Date: _____

Signature: _____

Exhibit A Computer Forensic Investigations, LLC.

2815 N. Loop 1604 E.
 STE 111
 San Antonio, TX 78232

Invoice

Invoice #: 1256
Invoice Date: 2/23/2019
Due Date: 2/23/2019
Case:
P.O. Number:

Bill To:

Melody J. Cantu
 11222 Jadestone Blvd.
 San Antonio, TX 78249

Description	Hours/Qty	U/M	Rate	Amount
2TB Seagate Internal Hard Drive			200.00	200.00T
w/Case Data				
Sales Tax			8.25%	16.50
Total				\$216.50
Payments/Credits				-\$216.50
Balance Due				\$0.00

Phone #

210-846-9432

E-Mail

casemanager@exhibitacfi.com

Exhibit A Computer Forensic Investigations, LLC.

2815 N. Loop 1604 E.
STE 111
San Antonio, TX 78232

Invoice

Invoice #: 1212
Invoice Date: 1/24/2019
Due Date: 1/25/2019
Case:
P.O. Number:

Bill To:

Melody J. Cantu
11222 Jadestone Blvd.
San Antonio, TX 78249

Description	Hours/Qty	U/M	Rate	Amount
Dark Web E-mail Live Web Scan	11		24.99	274.89
joyandtyrus@hotmail.com			0.00	0.00
drrodrigocantu@gmail.com			0.00	0.00
dr.davidcantu@yahoo.com			0.00	0.00
william.ross@students.nisd.net			0.00	0.00
maddierosswow@gmail.com				
insanity.evee.gamer@gmail.com				
xxnephritexx@gmail.com				
potatochips crunch@gmail.com			0.00	
aggiemed98@yahoo.com				
Maddierossbasis@gmail.com				
bornonfire76@gmail.com				
No Guarantees - No Refunds Sales Tax			8.25%	0.00
Total				\$274.89
Payments/Credits				-\$274.89
Balance Due				\$0.00

Phone #	E-Mail
210-846-9432	casemanager@exhibitacfi.com

Payment Receipt

Exhibit A Computer Forensic Investigations, LLC.

2815 N. Loop 1604 E.

STE 111

San Antonio, TX 78232

Received From:

Melody J. Cantu

Melody J. Cantu

11222 Jadestone Blvd.

San Antonio, TX 78249

Date Received 02/23/2019

Payment Amount \$491.39

Payment Method MasterCard

Check/Ref. No.

Invoices Paid

<u>Date</u>	<u>Number</u>	<u>Amount Applied</u>
01/24/2019	1212	-\$166.65
02/23/2019	1256	-\$216.50

Exhibit A Computer Forensic Investigations, LLC.
2815 N. Loop 1604 E.
STE 111
San Antonio, TX 78232

02/23/2019

SALE

Total: \$491.39

MasterCard
xxxxxxxxxxxx0538

Exp. Date: xx / xx

Entry Mode: Swiped

Name: Cantu, Rodrigo

Auth. Code: 02208J

Trans. ID: PG0208180000

Terminal ID: -

QuickBooks Trans. No:

Merchant No.: 5247710016986903

AID -

Thank you for your business

CUSTOMER COPY

Exhibit A Computer Forensic Investigations, LLC.

2815 N. Loop 1604 E.
STE 111
San Antonio, TX 78232

Invoice

Invoice #: 1220

Invoice Date: 1/26/2019

Due Date: 3/1/2019

Case: 4

P.O. Number:

Bill To:

Melody J. Cantu
11222 Jadestone Blvd.
San Antonio, TX 78249

Description	Hours/Qty	U/M	Rate	Amount
Monthly Storage of Data & Devices (Reduced Rate) ***Reg. Fee is \$114.93/Month for 2TB of Data Storage & 5 Devices: 1 Laptop, 1 Mobile Phone, 2 iPad & 1 SD Card*** \$24.99/Month/1TB of Digital Storage \$14.99/Month/Each Laptops, iPads \$9.99/Month/Each Mobile Phones & SD Cards	1		99.99	99.99T
Sales Tax			8.25%	8.25

Total	\$108.24
--------------	-----------------

Payments/Credits	\$0.00
-------------------------	---------------

Balance Due	\$108.24
--------------------	-----------------

Phone #

210-846-9432

E-Mail

casemanager@exhibitacfi.com

Exhibit A Computer Forensic Investigations, LLC.

2815 N. Loop 1604 E.
 STE 111
 San Antonio, TX 78232

Invoice

Invoice #: 1256

Invoice Date: 2/23/2019

Due Date: 2/23/2019

Case:

P.O. Number:

Bill To:

Melody J. Cantu
 11222 Jadestone Blvd.
 San Antonio, TX 78249

Description	Hours/Qty	U/M	Rate	Amount
2TB Seagate Internal Hard Drive			200.00	200.00T
Sales Tax			8.25%	16.50
Total				\$216.50

		Payments/Credits	\$0.00
Phone #	E-Mail	Balance Due	\$216.50
210-846-9432	casemanager@exhibitacfi.com		

Exhibit A Computer Forensic Investigations, LLC.

2815 N. Loop 1604 E.
STE 111
San Antonio, TX 78232

Invoice

Invoice #: 1203

Invoice Date: 1/7/2019

Due Date: 1/7/2019

Case:

P.O. Number:

Bill To:

Melody J. Cantu
11222 Jadestone Blvd.
San Antonio, TX 78249

Description	Hours/Qty	U/M	Rate	Amount
Documentation/Processing Fee	1		200.00	200.00T
Forensic Imaging - Binary Data Capture (Google Cloud, SD Card, Router & Laptop)	4		500.00	2,000.00T
Credit for Forensic Imaging (Credit for Router)	1		-500.00	-500.00T
			0.00	0.00
Imaging & Digital Forensic Mobile Device (2 Mobile Phones + 2 iPads)	4		1,195.00	4,780.00T
Investigator's version Reports (2 Mobile Phones + 2 iPads)	4		500.00	2,000.00T
No Charge for 4 Investigator's Version Reports (2 Mobile Phones + 2 iPads)	4		-500.00	-2,000.00T
Gmail Account Cloud Investigation	1		1,000.00	1,000.00T
Gmail Account Cloud Investigation (Credit w/No Report & No Image)	1		-1,000.00	-1,000.00T
No Charge for the Flash Drive w/4 Investigator's Version Reports (for the 4 Mobile Devices)	1		-99.99	-99.99T
Retainer Funds (Credit)			-5,000.00	-5,000.00
No Guarantees - No Refunds				
No Charge for Digital & Device Storage until end of February 2019				
Sales Tax			8.25%	526.35
Total				\$1,906.36

		Payments/Credits	-\$1,906.36
		Balance Due	\$0.00
Phone #	E-Mail		
210-846-9432	casemanager@exhibitacfi.com		

Exhibit A Computer Forensic Investigations, LLC.

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San Antonio, TX 78232

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Description	Hours/Qty	U/M	Rate	Amount
Documentation/Processing Fee	1		200.00	200.00T
Forensic Imaging - Binary Data Capture (Google Cloud, SD Card, Router & Laptop)	4		500.00	2,000.00T
Credit for Forensic Imaging (Credit for Router)	1		-500.00	-500.00T
			0.00	0.00
Imaging & Digital Forensic Mobile Device (2 Mobile Phones + 2 iPads)	4		1,195.00	4,780.00T
Investigator's version Reports (2 Mobile Phones + 2 iPads)	4		500.00	2,000.00T
No Charge for 4 Investigator's Version Reports (2 Mobile Phones + 2 iPads)	4		-500.00	-2,000.00T
Gmail Account Cloud Investigation	1		1,000.00	1,000.00T
Gmail Account Cloud Investigation (Credit w/No Report & No Image)	1		-1,000.00	-1,000.00T
No Charge for the Flash Drive w/4 Investigator's Version Reports (for the 4 Mobile Devices)	1		-99.99	-99.99T
Retainer Funds (Credit)			-5,000.00	-5,000.00
No Guarantees - No Refunds				
No Charge for Digital & Device Storage until end of February 2019				
Sales Tax			8.25%	526.35

Total \$1,906.36

Payments/Credits -\$1,906.36

Balance Due \$0.00

Phone #

210-846-9432

E-Mail

casemanager@exhibitacfi.com

Exhibit A Computer Forensic Investigations, LLC.

2815 N. Loop 1604 E.
STE 111
San Antonio, TX 78232

Invoice**Bill To:**

Melody J. Cantu
11222 Jadestone Blvd.
San Antonio, TX 78249

Invoice #: 1203

Invoice Date: 1/7/2019

Due Date: 1/7/2019

Case:

P.O. Number:

Description	Hours/Qty	U/M	Rate	Amount
Documentation/Processing Fee	1		200.00	200.00T
Forensic Imaging - Binary Data Capture (Google Cloud, SD Card, Router & Laptop)	4		500.00	2,000.00T
Credit for Forensic Imaging (Credit for Router)	1		-500.00	-500.00T
			0.00	0.00
Imaging & Digital Forensic Mobile Device (2 Mobile Phones + 2 iPads)	4		1,195.00	4,780.00T
Investigator's version Reports for Two Phones (2 Mobile Phones + 2 iPads)	4		500.00	2,000.00T
Gmail Account Cloud Investigation	1		1,000.00	1,000.00T
Gmail Account Cloud Investigation (Credit w/No Report & No Image)	1		-1,000.00	-1,000.00T
Prepare Report and place on media (for the 4 Mobile Devices)	1		99.99	99.99T
Retainer Funds (Credit)			-5,000.00	-5,000.00
No Guarantees - No Refunds				
No Charge for Digital & Device Storage until end of February 2019				
Sales Tax			8.25%	707.85
Total				\$4,287.84
Payments/Credits				-\$2,036.24
Balance Due				\$2,251.60

Phone #

210-846-9432

E-Mail

casemanager@exhibitacfi.com



2815 N Loop 1604 E STE 111
 San Antonio, TX 78232
 (210) 846-9432 • (877) 445-5362
 CaseManager@ExhibitACFI.com
 License # A16118

Forensic Service Agreement

Date: 1/3/19

Case Type: ☐ Divorce ☐ Corporate ☐ Civil ☐ Child Custody ☐ Domestic ☐ Criminal

Agency/Organization Name & Information

Name: Melody Cantu Company: _____
 Address: 11222 Jadestone Blvd Suite/Apt: _____
 City: San Antonio State: TX Zip Code: 78249
 Phone: 210 425-5765 Alternate Phone: _____
 Email Address: joyandtyruse@gmail.com

Attorney Information

Attorney Name: Civil: Barry Elron Law Firm: _____
Criminal: Lorane Elron
 Phone: _____ Alternate Phone: _____
 Email Address: _____

Opposing Attorney Information

Attorney Name: Tina Torres + DA Law Firm: _____
 Phone: _____ Alternate Phone: _____
 Email Address: _____

Please list keywords you would like to be searched.

Verizon Log In
Nate Bellinger (Ex-wife's Lover) Screen Shots of child's iPad on phone
Dates for snap shots/screen shots were taken on
Digital forensic Corp is the company that "hacked" into Melody's devices.
Shawn or Sean McCarthy, Nov. 15th Routed "Favorites" Photos @ 12:01 AM

Please provide any special instructions.

Router message "Allow Access" - A friend tried to remote in on 11/15/18,
who + when hacked or got into the devices but was unable
+ (look in iBooks) access the
for how long network through
6/6/18 the router.

Initials: RK MQC

1 | Page

Exhibit A Computer Forensic Investigations, LLC.

(herpes singles.com)
 in May 2018

Nov. 16th 9:56am -
 Needs the reports by 1/22/19

Snap Shot/Screen Shot
Items #0024805 - needs text conversations 210-441-9618
Nov. 26th + 25th log photos of the router.

Screen Shot of the admission of hiring a digital forensic Co

Terms and Conditions:

AGREEMENT, made on 1 / 3 / 19 between Melody Cantu
 (hereinafter referred to as "Client"), and Exhibit A Computer Forensic Investigations, a computer forensic and electronic discovery corporation, with its office located at 2815 N Loop 1604 E STE 111, San Antonio, Texas 78232.

Whereas, Exhibit A Computer Forensic Investigations agrees to put forth its best effort to supply Client with the professional services to perform computer forensic acquisitions and investigations, electronic discovery, cell phone forensic analysis, expert professional testimony and background checks (hereinafter "Services"), and Client agrees to utilize Exhibit A Computer Forensic Investigations for such purposes:

1. SOLE AGREEMENT

This Forensic Service Agreement (hereinafter "Agreements") shall supersede all prior agreements and understandings between the parties with respect to the subject hereof. Additional agreements and documents between the parties, such as proposals from Exhibit A Computer Forensics, written acceptances by the Client, or purchase orders may be attached as addenda to this Agreement. This Agreement may not be changed or terminated verbally by or on behalf of either party.

2. TERM OF AGREEMENT

This Agreement shall terminate one year from date of signed Agreement. Either party may terminate this Agreement by giving to the other party at least thirty (30) days prior written notice without incurring any additional charges.

3. PAYMENT

\$5,000

A **minimum, non-refundable fee of ~~\$2,500.00~~** will be due before start of work. If forensic analysis is requested, **payment in full is required** before start of work. Exhibit A Computer Forensic Investigations will charge for all time spent on behalf of the client, requested services including but not limited to: evidence acquisition, data recovery, media or data transfer, time spent preparing for and participating in depositions, correspondence (phone, email, text, or walk in), travel time and expenses, expert professional testimony, or other matters within its expertise. Client agrees that the specified hourly rate will be applied towards the retaining fee. If retainer is exhausted prior to completion, Exhibit A Computer Forensics will stop work and convey status of work with client to determine if additional retainer should be allocated in order to continue to work. If work is to continue past the minimum retainer, a prepaid time block format will be paid by the client prior to continuation of work with the designated rate applied towards the block amount. If client chooses not to continue work at any time, Exhibit A Computer Forensics will turn over to client all evidence collected to that point providing any and all outstanding charges have been paid. (continued on next page)

Initials:

MC MC

PAYMENT (continued)

All invoices are due and payable upon receipt. All Services must be paid in full before any final reports, documents, media, etc. are released to Client. Invoices more than 30 days past due will be subject to collections. Client will be liable for any and all fees associated with the collection process.

4. CONFIDENTIAL INFORMATION

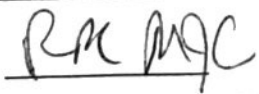
Unless otherwise required by law, Client and Exhibit A Computer Forensic Investigations each expressly undertake to retain in confidence and to require their respective employees and contractors to retain in confidence all information, materials, and know-how exchanged in connection with this Agreement and identified as being proprietary, privileged, and/or confidential to which, by the nature of the particular disclosure, ought in good faith to be treated as proprietary, privileged, and/or confidential (hereinafter "Confidential Information"). Exhibit A Computer Forensic Investigations and Client each further agree that they will make no use of such Confidential Information except as consistent with the terms and purpose of this Agreement or with the specific prior written consent of the other party. Notwithstanding the foregoing, each party may disclose Confidential Information on a "need to know" basis to its respective legal counsel, accountants, and financial advisors.

Client understands that if Exhibit A Computer Forensic Investigations encounters evidence of a violation of state or federal law, Exhibit A Computer Forensic Investigations may be legally required to report the evidence to law enforcement or other appropriate entities (i.e. prosecutor, judge, etc.). In the event that this engagement is to provide services in a criminal defense, Exhibit A Computer Forensic Investigations will provide the information to the criminal defense attorney; the information will not be reported to law enforcement by Exhibit A Computer Forensic Investigations unless it is of a nature that would require the defense attorney to disclose it. Child pornography is illegal to possess and will be immediately reported to law enforcement.

5. INSTRUCTIONS FROM ATTORNEY

In the case of any Services performed in connection with or anticipation of any legal action, Client agrees that Exhibit A Computer Forensic Investigations shall take instructions with regard to the Services from Client's attorney and shall work through such attorney in performing all Services. In the event that Client is a law firm or attorney and has engaged Exhibit A Computer Forensic Investigations to perform Services on behalf of a third party client, Exhibit A Computer Forensic Investigations shall take instructions with regard to the Services from Client and shall work through Client in performing all such Services.

Initials:



6. ACKNOWLEDGEMENT OF EXISTING CONDITIONS

Client acknowledges that the equipment, data, media or other electronic devices (hereinafter "Digital Artifacts") targeted for inspection may be damaged prior to Exhibit A Computer Forensic Investigations receipt, and Client further acknowledges that the efforts of Exhibit A Computer Forensic Investigations and/or its suppliers to complete the Services may result in the destruction of or further damage to the Digital Artifacts. Exhibit A Computer Forensic Investigations for itself and its suppliers will not assume responsibility for additional damage that may occur to the Client's Digital Artifacts during Exhibit A Computer Forensic Investigations efforts to complete the Services.

7. CLOUD ACCOUNT AUTHORIZATION

Client affirms that he/she has full legal rights to the following accounts and gives Exhibit A Computer Forensic investigations, authorization to access and acquire data from the following account:

Online Account Name: joyandtyrus@gmail.com

User Name: Jay Cantu

Password: pld9221112014

Online Account Name: joyandtyrus@hotmail.com

User Name: _____

Password: _____

8. WARRANTIES AND REMEDIES

Recovery of desired forensic data is **NOT GUARANTEED OR WARRANTED** in any way by Exhibit A Computer Forensic Investigations. Each Digital Artifact which will be returned to Client shall be on an "as is" basis without any warranties, express or implied, and specifically excluding any implied warranty of merchantability and fitness for a particular purpose, or for loss or damage thereto in transit or while in Exhibit A Computer Forensic Investigations' possession. **IN NO EVENT SHALL EXHIBIT A COMPUTER FORENSIC INVESTIGATIONS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES, OR GOODWILL, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE, AND WHETHER OR NOT EXHIBIT A COMPUTER FORENSIC INVESTIGATIONS HAS BEEN ADVISED OF THE POSSIBILITY THEROF. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.**

Initials:

RAC MQC

9. OWNERSHIP OR RIGHT OF POSSESSION

Client warrants to Exhibit A Computer Forensic Investigations that it is the owner of, and/or has the right to be in possession of, all Digital Artifacts furnished to Exhibit A Computer Forensic Investigations; that Client has permission and/or rights to enter and acquire/capture any and all Digital Artifacts from premises where computer evidence may be located; that Client hereby grants permission and/or rights to Exhibit A Computer Forensic Investigations to enter and acquire/capture any and all Digital Artifacts from premises; and that Client will defend, at its expense, indemnify, and hold Exhibit A Computer Forensic Investigations and its suppliers harmless against any damages or expenses that may occur (including reasonable attorneys' fees), and pay any cost, damages, or attorneys' fee awarded against Exhibit A Computer Forensic Investigations resulting from Client's breach of this section.

10. LIABILITY OF EXHIBIT A COMPUTER FORENSIC INVESTIGATIONS AND ITS PERSONNEL

Exhibit A Computer Forensic Investigations agrees to hold Client harmless from any and all injury to persons or damage to the property of Client or of any employee of Client which arises out of Exhibit A Computer Forensic Investigation's negligent performance under this Agreement, provided that

Client expressly agrees that Exhibit A Computer Forensic Investigations shall not be liable to Client for any act or omission of Exhibit A Computer Forensic Investigations which is the cause of loss or injury to Client or any third party. Notwithstanding any other provision of this termination hereof for any losses, claims, costs, or damages arising out of any cause whatsoever, whether at law, in equity or otherwise, shall in no event exceed the total amount actually paid by the Client to Exhibit A Computer Forensic Investigations in respect of Services performed hereunder. IN NO EVENT SHALL EXHIBIT A COMPUTER FORENSIC INVESTIGATIONS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES, OR GOODWILL, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE, AND WHETHER OR NOT EXHIBIT A COMPUTER FORENSIC INVESTIGATIONS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

Initials:

hpc mgc

5 | Page

Exhibit A Computer Forensic Investigations, LLC.

11. CONTROLLING LAW AND ARBITRATION

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the unlikely event that a dispute arises between Customer and Exhibit A Computer Forensic Investigations, RELATED IN ANY WAY TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. In the event legal action or arbitration is commenced by either party in connection with this Agreement, and Exhibit A Computer Forensic Investigations results as prevailing party, Client agrees to recover Exhibit A Computer Forensic Investigations reasonable attorneys' fees and costs, including expert witness' costs, expended by Exhibit A Computer Forensic Investigations in connection with such action.

12. NOTICES

Any and all notices, invoice, requests, demands, and communications provided for by this Agreement shall be in writing and shall be effective when delivered in person, sent by facsimile with confirmation, sent via email with confirmation, or upon receipt via U.S. Mail postage prepaid, with return receipt requested, as follows:

To Exhibit A Computer Forensic Investigations
2815 N Loop 1604 E STE 111
San Antonio, TX 78232

Initials:

PRE MAC

Signature Page:

DISCLAIMER: I understand the following:

RC (Initial) Exhibit A does NOT warrant success or any particular result or conclusion.

RC (Initial) Investigation of mobile devices will vary according to model of phone, operating system and user preferences.

RC (Initial) The retainer agreed by the Client and Exhibit A is valid and can be used for up to 6-months from the date of this agreement. Exhibit A does NOT refund the retainer amount.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date indicated herein.

APPROVE: CLIENT

Client Name: (print) Melody Cantu + Rodrigo Cantu Date: 1/3/19

Signature: [Signature]

ACCEPTED: EXHIBIT A COMPUTER FORENSIC INVESTIGATIONS, LLC.

By: Elle Tobias Date: 1/3/19

Signature: [Signature]

Free storage until 4/1/19.

No Charge Storage until 4/1/19 - CASE still open.

2/23/19: We provided an external drive (2 TB) for Mark Stevens, Attorney.



2815 N Loop 1604 E STE 111
San Antonio, TX 78232
(210) 846-9432 • (877) 445-5362
CaseManager@ExhibitACFI.com
License # A16118

Forensic Service Agreement

Date: 6/7/19

Case Type: ☐ Divorce ☐ Corporate ☐ Civil ☐ Child Custody ☐ Domestic ☐ Criminal

Agency/Organization Name & Information

Name: Melody J Cantu Company: _____
Address: 11222 Jadestone Blvd Suite/Apt: _____
City: San Antonio State: TX Zip Code: 78249
Phone: 210 425 5765 Alternate Phone: _____
Email Address: bigdiamondsrock@protonmail.com

Attorney Information

Attorney Name: Mark Stevens Law Firm: Mark Stevens Law
Phone: _____ Alternate Phone: _____
Email Address: _____

Opposing Attorney Information

Attorney Name: _____ Law Firm: _____
Phone: _____ Alternate Phone: _____
Email Address: _____

Please list keywords you would like to be searched.

Please provide any special instructions.

Open hotmail and search squeaker 2 emails
will come up. One is a phishing email
ordered a dog collar. The second is the request
for item to be sent. Please track
who it is so we can
prosecute

Initials:

MC

1 | Page

Exhibit A Computer Forensic Investigations, LLC.

Terms and Conditions:

AGREEMENT, made on 6 / 7 / 19 between Melody J Cantu (hereinafter referred to as "Client"), and Exhibit A Computer Forensic Investigations, a computer forensic and electronic discovery corporation, with its office located at 2815 N Loop 1604 E STE 111, San Antonio, Texas 78232.

Whereas, Exhibit A Computer Forensic Investigations agrees to put forth its best effort to supply Client with the professional services to perform computer forensic acquisitions and investigations, electronic discovery, cell phone forensic analysis, expert professional testimony and background checks (hereinafter "Services"), and Client agrees to utilize Exhibit A Computer Forensic Investigations for such purposes:

1. SOLE AGREEMENT

This Forensic Service Agreement (hereinafter "Agreements") shall supersede all prior agreements and understandings between the parties with respect to the subject hereof. Additional agreements and documents between the parties, such as proposals from Exhibit A Computer Forensics, written acceptances by the Client, or purchase orders may be attached as addenda to this Agreement. This Agreement may not be changed or terminated verbally by or on behalf of either party.

2. TERM OF AGREEMENT

This Agreement shall terminate one year from date of signed Agreement. Either party may terminate this Agreement by giving to the other party at least thirty (30) days prior written notice without incurring any additional charges.

3. PAYMENT

A **minimum, non-refundable fee of \$5,000.00** will be due before start of work. If forensic analysis is requested, **payment in full is required** before start of work. Exhibit A Computer Forensic Investigations will charge for all time spent on behalf of the client, requested services including but not limited to: evidence acquisition, data recovery, media or data transfer, time spent preparing for and participating in depositions, correspondence (phone, email, text, or walk in), travel time and expenses, expert professional testimony, or other matters within its expertise. Client agrees that the specified hourly rate will be applied towards the retaining fee. If retainer is exhausted prior to completion, Exhibit A Computer Forensics will stop work and convey status of work with client to determine if additional retainer should be allocated in order to continue to work. If work is to continue past the minimum retainer, a prepaid time block format will be paid by the client prior to continuation of work with the designated rate applied towards the block amount. If client chooses not to continue work at any time, Exhibit A Computer Forensics will turn over to client all evidence collected to that point providing any and all outstanding charges have been paid. (continued on next page)

Initials:

mqc

PAYMENT (continued)

All invoices are due and payable upon receipt. All Services must be paid in full before any final reports, documents, media, etc. are released to Client. Invoices more than 30 days past due will be subject to collections. Client will be liable for any and all fees associated with the collection process.

4. CONFIDENTIAL INFORMATION

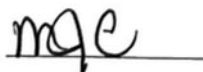
Unless otherwise required by law, Client and Exhibit A Computer Forensic Investigations each expressly undertake to retain in confidence and to require their respective employees and contractors to retain in confidence all information, materials, and know-how exchanged in connection with this Agreement and identified as being proprietary, privileged, and/or confidential to which, by the nature of the particular disclosure, ought in good faith to be treated as proprietary, privileged, and/or confidential (hereinafter "Confidential Information"). Exhibit A Computer Forensic Investigations and Client each further agree that they will make no use of such Confidential Information except as consistent with the terms and purpose of this Agreement or with the specific prior written consent of the other party. Notwithstanding the foregoing, each party may disclose Confidential Information on a "need to know" basis to its respective legal counsel, accountants, and financial advisors.

Client understands that if Exhibit A Computer Forensic Investigations encounters evidence of a violation of state or federal law, Exhibit A Computer Forensic Investigations may be legally required to report the evidence to law enforcement or other appropriate entities (i.e. prosecutor, judge, etc.). In the event that this engagement is to provide services in a criminal defense, Exhibit A Computer Forensic Investigations will provide the information to the criminal defense attorney; the information will not be reported to law enforcement by Exhibit A Computer Forensic Investigations unless it is of a nature that would require the defense attorney to disclose it. Child pornography is illegal to possess and will be immediately reported to law enforcement.

5. INSTRUCTIONS FROM ATTORNEY

In the case of any Services performed in connection with or anticipation of any legal action, Client agrees that Exhibit A Computer Forensic Investigations shall take instructions with regard to the Services from Client's attorney and shall work through such attorney in performing all Services. In the event that Client is a law firm or attorney and has engaged Exhibit A Computer Forensic Investigations to perform Services on behalf of a third party client, Exhibit A Computer Forensic Investigations shall take instructions with regard to the Services from Client and shall work through Client in performing all such Services.

Initials:



6. ACKNOWLEDGEMENT OF EXISTING CONDITIONS

Client acknowledges that the equipment, data, media or other electronic devices (hereinafter "Digital Artifacts") targeted for inspection may be damaged prior to Exhibit A Computer Forensic Investigations receipt, and Client further acknowledges that the efforts of Exhibit A Computer Forensic Investigations and/or its suppliers to complete the Services may result in the destruction of or further damage to the Digital Artifacts. Exhibit A Computer Forensic Investigations for itself and its suppliers will not assume responsibility for additional damage that may occur to the Client's Digital Artifacts during Exhibit A Computer Forensic Investigations efforts to complete the Services.

7. CLOUD ACCOUNT AUTHORIZATION

Client affirms that he/she has full legal rights to the following accounts and gives Exhibit A Computer Forensic investigations, authorization to access and acquire data from the following account:

Online Account Name: Melody Joy
 User Name: joyandtyrus@hotmail.com
 Password: bluesapphire1
 Online Account Name: joyandtyrus@hotmail.com
 User Name: _____
 Password: Earlybird1

8. WARRANTIES AND REMEDIES

Recovery of desired forensic data is **NOT GUARANTEED OR WARRANTED** in any way by Exhibit A Computer Forensic Investigations. Each Digital Artifact which will be returned to Client shall be on an "as is" basis without any warranties, express or implied, and specifically excluding any implied warranty of merchantability and fitness for a particular purpose, or for loss or damage thereto in transit or while in Exhibit A Computer Forensic Investigations' possession. **IN NO EVENT SHALL EXHIBIT A COMPUTER FORENSIC INVESTIGATIONS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES, OR GOODWILL, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE, AND WHETHER OR NOT EXHIBIT A COMPUTER FORENSIC INVESTIGATIONS HAS BEEN ADVISED OF THE POSSIBILITY THEROF. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.**

Initials:

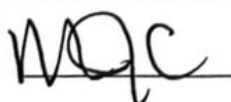
MC

9. OWNERSHIP OR RIGHT OF POSSESSION

Client warrants to Exhibit A Computer Forensic Investigations that it is the owner of, and/or has the right to be in possession of, all Digital Artifacts furnished to Exhibit A Computer Forensic Investigations; that Client has permission and/or rights to enter and acquire/capture any and all Digital Artifacts from premises where computer evidence may be located; that Client hereby grants permission and/or rights to Exhibit A Computer Forensic Investigations to enter and acquire/capture any and all Digital Artifacts from premises; and that Client will defend, at its expense, indemnify, and hold Exhibit A Computer Forensic Investigations and its suppliers harmless against any damages or expenses that may occur (including reasonable attorneys' fees), and pay any cost, damages, or attorneys' fee awarded against Exhibit A Computer Forensic Investigations resulting from Client's breach of this section.

10. LIABILITY OF EXHIBIT A COMPUTER FORENSIC INVESTIGATIONS AND ITS PERSONNEL

Exhibit A Computer Forensic Investigations agrees to hold Client harmless from any and all injury to persons or damage to the property of Client or of any employee of Client which arises out of Exhibit A Computer Forensic Investigation's negligent performance under this Agreement, provided that Client expressly agrees that Exhibit A Computer Forensic Investigations shall not be liable to Client for any act or omission of Exhibit A Computer Forensic Investigations which is the cause of loss or injury to Client or any third party. Notwithstanding any other provision of this termination hereof for any losses, claims, costs, or damages arising out of any cause whatsoever, whether at law, in equity or otherwise, shall in no event exceed the total amount actually paid by the Client to Exhibit A Computer Forensic Investigations in respect of Services performed hereunder. IN NO EVENT SHALL EXHIBIT A COMPUTER FORENSIC INVESTIGATIONS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES, OR GOODWILL, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE, AND WHETHER OR NOT EXHIBIT A COMPUTER FORENSIC INVESTIGATIONS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

Initials: 

11. CONTROLLING LAW AND ARBITRATION

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the unlikely event that a dispute arises between Customer and Exhibit A Computer Forensic Investigations, RELATED IN ANY WAY TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. In the event legal action or arbitration is commenced by either party in connection with this Agreement, and Exhibit A Computer Forensic Investigations results as prevailing party, Client agrees to recover Exhibit A Computer Forensic Investigations reasonable attorneys' fees and costs, including expert witness' costs, expended by Exhibit A Computer Forensic Investigations in connection with such action.

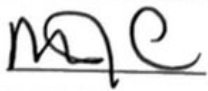
12. NOTICES

Any and all notices, invoice, requests, demands, and communications provided for by this Agreement shall be in writing and shall be effective when delivered in person, sent by facsimile with confirmation, sent via email with confirmation, or upon receipt via U.S. Mail postage prepaid, with return receipt requested, as follows:

To Exhibit A Computer Forensic Investigations
2815 N Loop 1604 E STE 111
San Antonio, TX 78232

13. DATA AND DEVICE STORAGE

Client agrees that Exhibit A Computer Forensic Investigations has the right to charge monthly storage fees for all Digital Data and/or Devices after 30-days of signing this agreement and should there by sign Exhibit A Computer Forensic Investigation's Credit Card Authorization Form.

Initials: 

Signature Page:

DISCLAIMER: I understand the following:

MC (Initial) Exhibit A does NOT warrant success or any particular result or conclusion.

MC (Initial) Investigation of mobile devices will vary according to model of phone, operating system and user preferences.

MC (Initial) The retainer agreed by the Client and Exhibit A is valid and can be used for up to 6-months from the date of this agreement. Exhibit A does NOT refund the retainer amount.

ITEMS OR DATA LEFT 30-DAYS WITHOUT A STORAGE AGREEMENT, WILL BE CONSIDERED ABANDONED BY CLIENT WILL BE REMOVED FROM OUR FILES AND THIS CASE WILL BE CONSIDERED OFFICIALLY CLOSED.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date indicated herein.

APPROVE: CLIENT

Client Name: (print) Melody J Cantu Date: 6/7/19

Signature: MC Cantu

ACCEPTED: EXHIBIT A COMPUTER FORENSIC INVESTIGATIONS, LLC.

By: _____ Date: _____

Signature: _____

Exhibit A Computer Forensic Investigations, LLC.

2815 N. Loop 1604 E.
 STE 111
 San Antonio, TX 78232

Invoice

Invoice #: 1256
Invoice Date: 2/23/2019
Due Date: 2/23/2019
Case:
P.O. Number:

Bill To:

Melody J. Cantu
 11222 Jadestone Blvd.
 San Antonio, TX 78249

Description	Hours/Qty	U/M	Rate	Amount
2TB Seagate Internal Hard Drive			200.00	200.00T
w/Case Data				
Sales Tax			8.25%	16.50
Total				\$216.50
Payments/Credits				-\$216.50
Balance Due				\$0.00

Phone #	E-Mail
210-846-9432	casemanager@exhibitacfi.com

Exhibit A Computer Forensic Investigations, LLC.

2815 N. Loop 1604 E.
STE 111
San Antonio, TX 78232

Invoice

Invoice #: 1212
Invoice Date: 1/24/2019
Due Date: 1/25/2019
Case:
P.O. Number:

Bill To:

Melody J. Cantu
11222 Jadestone Blvd.
San Antonio, TX 78249

Description	Hours/Qty	U/M	Rate	Amount
Dark Web E-mail Live Web Scan	11		24.99	274.89
joyandtyrus@hotmail.com			0.00	0.00
drrodrigocantu@gmail.com			0.00	0.00
dr.davidcantu@yahoo.com			0.00	0.00
william.ross@students.nisd.net			0.00	0.00
maddierosswow@gmail.com				
insanity.evee.gamer@gmail.com				
xxnephritexx@gmail.com				
potatochips crunch@gmail.com			0.00	
aggiemed98@yahoo.com				
Maddierossbasis@gmail.com				
bornonfire76@gmail.com				
No Guarantees - No Refunds Sales Tax			8.25%	0.00
Total				\$274.89
Payments/Credits				-\$274.89
Balance Due				\$0.00

Phone #	E-Mail
210-846-9432	casemanager@exhibitacfi.com

Payment Receipt**Exhibit A Computer Forensic Investigations, LLC.****2815 N. Loop 1604 E.****STE 111****San Antonio, TX 78232****Received From:**

Melody J. Cantu

Melody J. Cantu

11222 Jadestone Blvd.

San Antonio, TX 78249

Date Received 02/23/2019**Payment Amount** \$491.39**Payment Method** MasterCard**Check/Ref. No.****Invoices Paid**

<u>Date</u>	<u>Number</u>	<u>Amount Applied</u>
01/24/2019	1212	-\$166.65
02/23/2019	1256	-\$216.50

Exhibit A Computer Forensic Investigations, LLC.
2815 N. Loop 1604 E.
STE 111
San Antonio, TX 78232

02/23/2019

SALE

Total: \$491.39

MasterCard
xxxxxxxxxxxx0538

Exp. Date: xx / xx

Entry Mode: Swiped

Name: Cantu, Rodrigo

Auth. Code: 02208J

Trans. ID: PG0208180000

Terminal ID: -

QuickBooks Trans. No:

Merchant No.: 5247710016986903

AID -

Thank you for your business

CUSTOMER COPY

Exhibit A Computer Forensic Investigations, LLC.

2815 N. Loop 1604 E.
STE 111
San Antonio, TX 78232

Invoice

Invoice #: 1220

Invoice Date: 1/26/2019

Due Date: 3/1/2019

Case: 4

P.O. Number:

Bill To:

Melody J. Cantu
11222 Jadestone Blvd.
San Antonio, TX 78249

Description	Hours/Qty	U/M	Rate	Amount
Monthly Storage of Data & Devices (Reduced Rate) ***Reg. Fee is \$114.93/Month for 2TB of Data Storage & 5 Devices: 1 Laptop, 1 Mobile Phone, 2 iPad & 1 SD Card*** \$24.99/Month/1TB of Digital Storage \$14.99/Month/Each Laptops, iPads \$9.99/Month/Each Mobile Phones & SD Cards	1		99.99	99.99T
Sales Tax			8.25%	8.25

Total	\$108.24
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Payments/Credits	\$0.00
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Balance Due	\$108.24
--------------------	-----------------

Phone #

210-846-9432

E-Mail

casemanager@exhibitacfi.com

Exhibit A Computer Forensic Investigations, LLC.

2815 N. Loop 1604 E.
 STE 111
 San Antonio, TX 78232

Invoice**Bill To:**

Melody J. Cantu
 11222 Jadestone Blvd.
 San Antonio, TX 78249

Invoice #: 1256

Invoice Date: 2/23/2019

Due Date: 2/23/2019

Case:

P.O. Number:

Description	Hours/Qty	U/M	Rate	Amount
2TB Seagate Internal Hard Drive			200.00	200.00T
Sales Tax			8.25%	16.50
Total				\$216.50

		Payments/Credits	\$0.00				
<table><tr><td>Phone #</td></tr><tr><td>210-846-9432</td></tr></table>	Phone #	210-846-9432	<table><tr><td>E-Mail</td></tr><tr><td>casemanager@exhibitacfi.com</td></tr></table>	E-Mail	casemanager@exhibitacfi.com	Balance Due	\$216.50
Phone #							
210-846-9432							
E-Mail							
casemanager@exhibitacfi.com							

Exhibit A Computer Forensic Investigations, LLC.

2815 N. Loop 1604 E.
STE 111
San Antonio, TX 78232

Invoice

Invoice #: 1203

Invoice Date: 1/7/2019

Due Date: 1/7/2019

Case:

P.O. Number:

Bill To:

Melody J. Cantu
11222 Jadestone Blvd.
San Antonio, TX 78249

Description	Hours/Qty	U/M	Rate	Amount
Documentation/Processing Fee	1		200.00	200.00T
Forensic Imaging - Binary Data Capture (Google Cloud, SD Card, Router & Laptop)	4		500.00	2,000.00T
Credit for Forensic Imaging (Credit for Router)	1		-500.00	-500.00T
			0.00	0.00
Imaging & Digital Forensic Mobile Device (2 Mobile Phones + 2 iPads)	4		1,195.00	4,780.00T
Investigator's version Reports (2 Mobile Phones + 2 iPads)	4		500.00	2,000.00T
No Charge for 4 Investigator's Version Reports (2 Mobile Phones + 2 iPads)	4		-500.00	-2,000.00T
Gmail Account Cloud Investigation	1		1,000.00	1,000.00T
Gmail Account Cloud Investigation (Credit w/No Report & No Image)	1		-1,000.00	-1,000.00T
No Charge for the Flash Drive w/4 Investigator's Version Reports (for the 4 Mobile Devices)	1		-99.99	-99.99T
Retainer Funds (Credit)			-5,000.00	-5,000.00
No Guarantees - No Refunds				
No Charge for Digital & Device Storage until end of February 2019				
Sales Tax			8.25%	526.35
Total				\$1,906.36

		Payments/Credits	-\$1,906.36
		Balance Due	\$0.00
Phone #	E-Mail		
210-846-9432	casemanager@exhibitacfi.com		

Exhibit A Computer Forensic Investigations, LLC.

2815 N. Loop 1604 E.
STE 111
San Antonio, TX 78232

Invoice

Invoice #: 1203

Invoice Date: 1/7/2019

Due Date: 1/7/2019

Case:

P.O. Number:

Bill To:

Melody J. Cantu
11222 Jadestone Blvd.
San Antonio, TX 78249

Description	Hours/Qty	U/M	Rate	Amount
Documentation/Processing Fee	1		200.00	200.00T
Forensic Imaging - Binary Data Capture (Google Cloud, SD Card, Router & Laptop)	4		500.00	2,000.00T
Credit for Forensic Imaging (Credit for Router)	1		-500.00	-500.00T
			0.00	0.00
Imaging & Digital Forensic Mobile Device (2 Mobile Phones + 2 iPads)	4		1,195.00	4,780.00T
Investigator's version Reports (2 Mobile Phones + 2 iPads)	4		500.00	2,000.00T
No Charge for 4 Investigator's Version Reports (2 Mobile Phones + 2 iPads)	4		-500.00	-2,000.00T
Gmail Account Cloud Investigation	1		1,000.00	1,000.00T
Gmail Account Cloud Investigation (Credit w/No Report & No Image)	1		-1,000.00	-1,000.00T
No Charge for the Flash Drive w/4 Investigator's Version Reports (for the 4 Mobile Devices)	1		-99.99	-99.99T
Retainer Funds (Credit)			-5,000.00	-5,000.00
No Guarantees - No Refunds				
No Charge for Digital & Device Storage until end of February 2019				
Sales Tax			8.25%	526.35

Total \$1,906.36

Payments/Credits -\$1,906.36

Balance Due \$0.00

Phone #

210-846-9432

E-Mail

casemanager@exhibitacfi.com

Exhibit A Computer Forensic Investigations, LLC.

2815 N. Loop 1604 E.
STE 111
San Antonio, TX 78232

Invoice**Bill To:**

Melody J. Cantu
11222 Jadestone Blvd.
San Antonio, TX 78249

Invoice #: 1203

Invoice Date: 1/7/2019

Due Date: 1/7/2019

Case:

P.O. Number:

Description	Hours/Qty	U/M	Rate	Amount
Documentation/Processing Fee	1		200.00	200.00T
Forensic Imaging - Binary Data Capture (Google Cloud, SD Card, Router & Laptop)	4		500.00	2,000.00T
Credit for Forensic Imaging (Credit for Router)	1		-500.00	-500.00T
			0.00	0.00
Imaging & Digital Forensic Mobile Device (2 Mobile Phones + 2 iPads)	4		1,195.00	4,780.00T
Investigator's version Reports for Two Phones (2 Mobile Phones + 2 iPads)	4		500.00	2,000.00T
Gmail Account Cloud Investigation	1		1,000.00	1,000.00T
Gmail Account Cloud Investigation (Credit w/No Report & No Image)	1		-1,000.00	-1,000.00T
Prepare Report and place on media (for the 4 Mobile Devices)	1		99.99	99.99T
Retainer Funds (Credit)			-5,000.00	-5,000.00
No Guarantees - No Refunds				
No Charge for Digital & Device Storage until end of February 2019				
Sales Tax			8.25%	707.85

Total \$4,287.84

Payments/Credits -\$2,036.24

Balance Due \$2,251.60

Phone #

210-846-9432

E-Mail

casemanager@exhibitacfi.com